



Telecom Lesotho

## TERMS AND CONDITIONS FOR THE OPENING AND USE OF THE ECO-CASH E-WALLET

### 1. THE AGREEMENT

1.1. This Agreement sets out the complete Terms and Conditions (hereinafter called "these Terms and Conditions") which shall be applicable to the Eco-cash wallet (as hereinafter defined) opened by you (as hereinafter defined) with the Econet Telecom Lesotho (ETL).

1.2. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

### 2. DEFINITIONS

2.1. In these Terms and Conditions the following words and expressions (save where the context requires otherwise) bear the following meanings:

2.1.1. **"Eco-cash wallet"** means a mobile money wallet held by a Customer with the Econet Telecom Lesotho which is opened and operated in accordance with the terms and conditions herein contained;

2.1.2. **"Bank Account"** means any type of account held by a Customer with the Bank and which is opened and operated in accordance with the Terms and Conditions of a licensed Financial Institution;

2.1.3. **"Bank"** means a licensed Financial Institution operating within the Kingdom of Lesotho;

2.1.4. **"Eco-Cash Trust Account"** means the Trust Account held by Econet Telecom Lesotho with any licensed Financial Institution in Lesotho in which the monies are held in trust for all users of the Eco-cash services;

2.1.5. **"Central Bank"** means the Central Bank of Lesotho an institution established in terms Act No. 2 of 2000 that regulates the Mobile Money Operations in Lesotho;

2.1.6. **"Credit Bureau"** means any duly licensed institution established in terms of the Credit Report Act No.1 of 2011 Governing Credit Information Systems in Lesotho to *inter alia*, collect and facilitate the sharing of customer credit information;

2.1.7. **"Customer"** means the person in whose name the Eco-cash wallet with Econet Telecom Lesotho is existing;

2.1.8. **"Customer Care Centre"** means any ETL Customer service call center that can be accessed using a customer mobile device and any ETL Retail Shop or

Such other ETL retail outlets or other outlets as may be notified to the Customer by the ETL from time to time;

2.1.9. **"E-Money"** means the electronic monetary value depicted in your ETL Mobile Money wallet representing an equal amount of cash;

2.1.10. **"Subscriber Equipment"** includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access the Network;

2.1.11. **"NIDA"** means the National Identification Agency set up and maintained by the Government of Lesotho under the Ministry of Internal Affairs;

2.1.12. **"Lock Period"** means such minimum period of time not less than seven (7) months during which a customer has not made any billable activity on the mobile or other devices connected to the ETL network or such other period communicated by the ETL from time to time.

2.1.13. **"Eco-cash Menu"** means the Eco-cash Menu on the services that can be accessed over the ETL mobile money System;

2.1.14. **"ETL MOBILE MONEY wallet"** means your mobile money store of value, being the record maintained by ETL of the amount of E- Money from time to time held by you in the ETL MOBILE MONEY System;

2.1.15. **"ETL MOBILE MONEY Service"** means the money cash-in, cash out, transfer and payments service provided by ETL through the ETL MOBILE MONEY System;

2.1.16. **"ETL MOBILE MONEY System"** means the system operated by ETL in the Kingdom of Lesotho for the provision of the ETL MOBILE MONEY Service using the Network;

2.1.17. **"ETL MOBILE MONEY PIN"** means your personal identification number being the secret code used to access and operate the ETL MOBILE MONEY System and your Eco-cash wallet;

2.1.18. **"ETL MOBILE MONEY Subscriber"** means any person registered to use the ETL MOBILE MONEY System to send or receive money or make cash-in and cash-outs and any other payments;



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2.1.19. “**Network**” means the mobile cellular network operated by ETL in the Kingdom of Lesotho;

2.1.20. “**Request**” means a request or instruction received by the ETL from you or purportedly from you through the Network and the System and upon which ETL is authorized to act;

2.1.21. “**Services**” shall include any form of services or products that are provided in Lesotho for which payments can be made using the Eco-cash platforms that you as a subscriber may from time to time subscribe to and “**Service**” shall be construed accordingly;

2.1.22. “**SIM Card**” means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Network and to use the ETL MOBILE MONEY System;

2.1.23. “**SMS**” means a short message service consisting of a text message transmitted from one mobile phone to another;

2.1.24. “**System**” means the ETL mobile money communications software enabling the Customer to communicate with the ETL for purposes of the Services. The System and the Services will for the purpose of this Agreement be accessed through the ETL Mobile Money System;

2.1.25. “**Transaction Fees**” includes any Fee and charges payable for the use of the Services as published by the ETL on the ETL’s website and/or notified to you / the public by such other means as ETL shall in its sole discretion determine. Transaction Fees are subject to change at any time at the ETL’s sole discretion subject to Approval by the Central Bank of Lesotho;

2.1.26. “**We,**” “**our,**” and “**us,**” means the ETL and includes the successors and assigns of the Bank;

“**You**” or “**your**” means the Customer and includes the service providers of the Customer;

2.2. The word “**Customer**” shall include both the masculine and the feminine gender as well as juristic persons;

2.3. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.4. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

### 3. ACCEPTANCE OF THE TERMS AND CONDITIONS

3.1. Before applying to open the ETL Eco-cash wallet via the ETL MOBILE MONEY System you should carefully read and understand these Terms and Conditions which will govern the use and operation of the Eco-cash wallet.

3.2. You will be deemed to have read, understood and accepted to be bound by these Terms and Conditions:-

3.2.1. By using or continuing to use and operate the Eco-cash wallet.

3.3. By subscribing to open the Eco-cash wallet, you agree to comply with and be bound by these Terms and Conditions for the time being and as may be varied, revised, amended or substituted from time to time and such other terms and conditions governing the operation of the Eco-cash wallet and you affirm that these Terms and Conditions herein are without prejudice to any right that the ETL may have with respect to the Eco-cash wallet in law or otherwise.

3.4. These Terms and Conditions may be amended, revised, substituted or varied by the ETL from time to time at its sole discretion and the continued use of your Eco-cash wallet constitutes your agreement to be bound by the terms of any such amendment revision, substitution or variation.

3.5. You acknowledge and accept that ETL offers the Eco-cash wallet Account only over its mobile money platforms and you agree to do your transactions through the ETL Mobile systems via the Eco-cash Menu on the ETL MOBILE MONEY System. Any query and complaint you may have relating to the Services shall be addressed to ETL through the ETL Customer Care Centre. You further acknowledge and accept that the ETL Customer Care Call Centre is not an Agent for purposes of conducting transactions and that it will not act as such

### 4. OPENING AN ECO-CASH WALLET

4.1. In order to open an Eco-cash Wallet, you must be at least 16 years old and a registered and an active ETL Subscriber. ETL reserves the right to verify the



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authenticity and status of your ETL MOBILE MONEY Wallet.

4.2. You may open an Eco-cash wallet by way of the USSD application made by you using your mobile subscriber Equipment via the Eco-cash Menu on the ETL MOBILE MONEY System

4.3 You hereby agree and authorize ETL to request your personal information pursuant to the agreement between you and ETL for the provision of ETL services and products including your phone number, name, date of birth, ID or Passport Number and such other information that will enable the ETL to identify you and comply with the regulatory “Know Your Customer” requirements (together the “Personal Information”).

4.4. Acceptance by ETL of your application for an Eco-cash wallet shall be done via SMS sent to the ETL Mobile Phone Number associated with your ETL MOBILE MONEY Account.

4.5. ETL reserves the right to decline your application for an Eco-cash wallet Account or to revoke the same at any stage at its sole discretion and without assigning any reason thereto.

### 5. ACTIVATION AND CUSTOMER TRANSACTIONS

5.1 All instructions to ETL to activate, manage and operate the Eco-cash wallet and to move money to and from your wallet shall be made by you through the Eco-cash System Menu.

5.2 To activate your Eco-cash Account, you must select such option as shall be provided on the Eco-Cash System Menu.

5.3 Upon activation you will receive an SMS confirming activation, and you shall receive SMS notifications for any transactions made for your e-wallet cash-ins, cash-outs, payments and transfers. The SMS notifications will notify you of the balances in your e-wallet account.

5.4 You may check the balances of the funds in your e-wallet by way of the Check Balance option or such other option made available for that purpose on the Eco-cash System Menu using your mobile subscriber number to access the USSD System which will direct you messages for the options you want to view on your e-wallet. A pop up message or an SMS disclosing the balance in your e-wallet will reflect confirmation of

your balances, transfers, and any other transactions on your e-wallet account.

5.5 You will be required to maintain the ETL underlying communication services in order for your Eco-cash wallet to be available for use. In the event that your mobile subscriber number does not have any billable activity of the underlying communication services your access to the Eco-cash wallet shall be placed under the Lock Period during which period your e-wallet value shall be unavailable for use.

5.6 Re-activation of the underlying communication services will automatically unlock your access to the Eco-cash systems menu.

### 6. TRANSACTION FEES

Transaction fees payable to ETL for transactions effected in respect of your Eco-cash wallet from time to time will apply to any transactions effected in respect of your Account using the ETL MOBILE MONEY System.

6.1. You hereby agree to pay all Transaction Fees payable in connection with your use of the Services.

6.2. You acknowledge and agree that ETL is entitled to deduct from your E-wallet Account (without reference to you) any transaction fees for the chargeable services.

### 7. IRREVOCABLE AUTHORITY OF ETL

7.1. You hereby irrevocably authorize ETL to act on all requests received from you (or purportedly from you) through the System and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.

7.2. If you request ETL to cancel any transaction or instruction after a request has been received from you, you accept that any such cancellation / reversal can only be effected where the funds have not been accessed by the beneficiaries as authorized by you.

7.3. ETL is authorized to effect such orders in respect of your Eco-cash wallet Account as may be required by any court order or competent authority or agency under the applicable laws.

7.5. In the event of any conflict between any terms of any request received by the ETL from you and these



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Terms and Conditions, these Terms and Conditions shall prevail.

### 8. CUSTOMER'S EQUIPMENT AND CUSTOMER'S RESPONSIBILITIES

8.1. You shall at your own expense provide and maintain in safe and efficient operating order your Equipment necessary for the purpose of accessing the System and the Services.

8.2. You shall be responsible for ensuring the proper performance of your Equipment. ETL shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall ETL be responsible for any computer virus or related problems that may be associated with the use of the System, the Services and the Equipment. You shall be responsible for charges due to in connection with your Network access.

8.3. You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by the ETL concerning the use of the System and Services.

8.4. You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your mobile Equipment and for keeping your ETL MOBILE MONEY PIN secret and secure. You shall ensure that your ETL MOBILE MONEY PIN does not become known or come into possession of any unauthorized person. ETL shall not be liable for any disclosure of your MOBILE MONEY PIN to any third party and you hereby agree to indemnify and hold ETL harmless from any losses resulting from any MOBILE MONEY PIN disclosure.

8.5. You shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, you shall ensure that all communications from ETL are examined and checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the System will be detected.

8.6. You shall immediately inform the ETL through the Customer Care Centre in the event that:

8.6.1. You have reason to believe that your MOBILE MONEY PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or

8.6.2. You have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.

8.7. You shall at all times follow the security procedures notified to you by the ETL from time to time or such other procedures as may be applicable to the Services from time to time. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your Eco-cash wallet Account's confidentiality. In particular, you shall ensure that the Services are not used or Requests are not issued or the relevant functions are not performed by anyone other than a person authorized to do so.

8.8. You shall not at any time operate or use the Services in any manner that may be prejudicial to the ETL.

### 9. EXCLUSION OF LIABILITY

9.1. ETL shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of (a) the failure of any of your Equipment, or (b) any other circumstances whatsoever not within the ETL's control including, without limitation, force majeure or error, interruption, delay or non-availability of the System, equipment failure and failure of telecommunications system.

9.2. ETL will not be liable for any losses or damage suffered by you as a result of or in connection with:-

9.2.1. Unavailability of sufficient funds in your MOBILE MONEY Account and/or in your Eco-cash Account;

9.2.2. Failure, malfunction, interruption or unavailability of the System, your Equipment, the Network, MOBILE MONEY System and/or MOBILE MONEY Service;

9.2.3. The money in your Eco-cash wallet Account being subject to legal process or other encumbrance restricting payments or transfers thereof;

9.2.4. Your failure to give proper or complete instructions for payments or transfers relating to your Eco-cash e-wallet Account; any fraudulent or illegal use of the Services, the System and/or your Equipment; or  
Your failure to comply with these Terms and Conditions and any document or information provided



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by ETL concerning the use of the System and the Services.

9.3. If for any reason other than a reason mentioned in subparagraphs 9.1 or 9.2, the Services are interfered with or unavailable, ETL's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.

9.4. Save as provided in subparagraph 9.3 ETL shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.

9.5. Under no circumstances shall ETL be liable to you for any loss of profit or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to ETL.

9.6. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

### 10. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the intellectual property rights in the System (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that ETL provides to you through the System or otherwise are vested in ETL or in other persons from whom ETL has a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of ETL.

### 11. INDEMNITY

11.1. In consideration of ETL complying with your instructions or Requests in relation the Eco-cash wallet Account, you undertake to indemnify ETL and hold it harmless against any loss, charge, damage, expense, fee or claim which the ETL suffers or incurs or sustains thereby and you absolve ETL from all liability for loss or damage which you may sustain from the ETL acting on your instructions or requests or in accordance with these Terms and Conditions.

11.2. The indemnity in clause 11.1 shall also cover the following:

11.2.1. All demands, claims, actions, losses and damages of whatever nature which may be brought

against ETL or which it may suffer or incur arising from its acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, any other event beyond ETL's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the ETL.

11.2.2. Any loss or damage that may arise from your use, misuse, abuse or possession of any third party software, including without limitation, any operating system, browser software or any other software packages or programs.

11.2.3. Any unauthorized access to your Eco-cash e-wallet Account or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your mobile Equipment.

11.2.4. Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by ETL as a consequence of any breach by these Terms and Conditions.

11.2.5. Any damages and costs payable to ETL in respect of any claims against the ETL for recompense for loss where the particular circumstance is within your control to the ETL's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;

11.2.6. To ETL in connection with the MOBILE MONEY Service and the Services;

11.2.7. For reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and

14.1.7. In business practices including but not limited to quality control, training and ensuring effective systems operation.

### 12. MISCELLANEOUS



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12.1. These Terms and Conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal successors.

12.2. This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.

12.3. ETL may vary or amend at any time and without notice to you these Terms and Conditions and the Transaction Fees. Any such variations or amendments may be published in posters or pamphlets available at ETL's Agents, Outlets, on the ETL's website and/or by any other means as determined by ETL and any such variations and amendments shall take effect immediately upon publication.

12.4. No failure or delay by either yourself or ETL in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

12.5. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

12.6. If any provision of these Terms and Conditions shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.

12.7. Any addition or alteration to these Terms and Conditions may be made from time to time by ETL and of which notice has been given to you by way of publication as provided in subparagraph 12.3 shall be binding upon you as fully as if the same were contained in these Terms and Conditions.

### 13. NOTICES

13.1.1. ETL may send information concerning the Eco-cash wallet Account via SMS to the Mobile Phone number associated with your MOBILE MONEY Account.

13.1.2. You acknowledge that you have no claim against ETL for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the Eco-cash Account.

### 14. DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION

14.1. You may contact the ETL Customer Care Center to report any disputes, claims or Eco-cash wallet Account discrepancies.

14.2. Any dispute arising out of or in connection with this Agreement that is not resolved by ETL Customer Care Centre representatives shall be referred to the Legal and Regulatory Office of ETL.

14.3 Any dispute not resolved under clauses 14.1 and 14.2 above may be submitted to any court of competent jurisdiction in the Kingdom of Lesotho.

14.4. This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Lesotho.